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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION IX**

**215 Fremont Street  
San Francisco, Ca. 94105**

**SPECIAL NOTICE LETTER**  
**URGENT LEGAL MATTER**  
**PROMPT REPLY NECESSARY**

**CERTIFIED MAIL NO. P918447810**  
**RETURN RECEIPT REQUESTED**

In reply refer to: H-4-1

Herb Needles  
General Manager  
Accessory Plating  
3000 Empire Ave.  
Burbank, CA 91504

Re: San Fernando Superfund Site  
Burbank Well Field Operable Unit

Dear Mr. Needles:

This letter follows notice letters that have been sent to you and other parties by the United States Environmental Protection Agency in connection with the San Fernando Superfund Site, specifically the Burbank Operable Unit. As the listed contact person for the potentially responsible party (PRP) identified above, this letter has been sent to your attention.

This letter serves three basic functions: First, it contains a formal demand for reimbursement of costs that have been incurred and that are expected to be incurred, both of which are subject to interest, in response to the health/environmental concerns at the site; Second, this letter notifies you that a 120-day period of formal negotiations with the Environmental Protection Agency (EPA) automatically begins with this letter; Third, this letter provides general and site-specific information to assist you in these negotiations.

As indicated in the general notice letter previously sent to you regarding this site, EPA has information indicating that you may be a PRP at the San Fernando Superfund Site as defined at Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9607(a). With this letter, EPA demands that you reimburse EPA for its costs incurred to date, and encourages you to voluntarily negotiate a Consent Decree in which you and other PRPs agree to perform or finance the response activities identified below.

In accordance with CERCLA, EPA already has undertaken certain actions and incurred certain costs in response to

conditions at the site. These response actions include the ongoing enforcement activities and the activities conducted to compose the Operable Unit Feasibility Study Report. The cost to date of the response actions performed at the site through EPA funding is approximately \$1,200,000. In accordance with CERCLA, demand is hereby made for payment of the above amount plus any and all interest recoverable under Section 107 or under any other provision of law.

You are hereby notified that EPA anticipates expending additional funds for the Remedial Design and Remedial Action (RD/RA). Whether EPA funds the entire RD/RA, or simply incurs costs by overseeing the parties conducting these cleanup activities, you are potentially liable for these expenditures.

#### **SPECIAL NOTICE AND NEGOTIATIONS MORATORIUM**

EPA has determined that the use of the Section 122(e) special notice procedures will facilitate a settlement between EPA and PRPs. This letter triggers a 60-day moratorium on certain EPA response activities at the site. During this 60-day period, the PRPs, including you, are encouraged to prepare a formal proposal to conduct or finance the response activities required at the site. The moratorium period ends 60 calendar days after your receipt of this letter. If you provide EPA with a good faith offer to conduct or finance the RD/RA within the 60-day moratorium period, EPA will then negotiate with you and other PRPs who presented good faith offers for a 60-day period. If a settlement is reached between EPA and the PRPs within this 60-day negotiation period, the settlement will be embodied in a Consent Decree.

#### **FUTURE RESPONSE ACTIONS**

EPA plans to design and construct at least the following response activities at the site: Construction of groundwater treatment facilities, using existing and additional extraction wells; treatment of the impure groundwater to contaminant concentrations below the federal Maximum Contaminant Levels and California State Action Levels; installation of monitoring wells to determine the effectiveness and extent of the remediation actions; operation of the facilities to meet all appropriate health and safety standards; further remediation actions as necessitated by the results of monitoring activities; and continued enforcement activities as warranted by the actions of the PRPs.

#### **WORKPLAN AND DRAFT CONSENT DECREE**

Copies of EPA's proposed Work Plan Outline and draft Consent Decree are enclosed. This is provided to assist you and other PRPs in developing a good faith offer for conducting the RD/RA.

### GOOD FAITH OFFER

A good faith offer to conduct or finance the RD/RA is a written proposal that demonstrates the PRP's qualifications and willingness to conduct and/or finance the design, implementation, and monitoring of the remedy and includes at least the following elements:

1. A statement of willingness by the PRPs to conduct or finance the RD/RA which is consistent with EPA's proposed Work Plan Outline and draft Consent Decree and provides a significant basis for further negotiations.
2. A paragraph-by-paragraph response to EPA's proposed Work Plan Outline and draft Consent Decree.
3. A detailed description of the Work Plan identifying how the PRPs plan to proceed with the work.
4. A demonstration of the PRPs' technical capability to carry out the RD/RA including the identification of the firm(s) that may actually conduct the work or a description of the process that will be used to select the firms.
5. A demonstration of the PRPs' capability to finance the RD/RA.
6. A statement of willingness by the PRPs to reimburse EPA for past response costs and costs incurred in overseeing the PRPs' conduct of the RD/RA.
7. The name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.
8. A description of the PRPs' position on releases from liability and reopeners to liability.

### INFORMATION RELEASE

EPA is providing, as an attachment, an updated list of names and addresses of PRPs to whom this notification is being sent. Inclusion on, or exclusion from, this list does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances at the site.

EPA is inviting all PRPs to an informational meeting to discuss the Special Notice letters and RD/RA process for the Burbank Well Field Operable Unit. The meeting will be held at 10 A.M on Thursday, May 18, 1989, at:

City of Burbank City Hall  
Counsel Chambers  
275 East Olive Ave.  
Burbank, CA 91502

#### ADMINISTRATIVE RECORD

Pursuant to CERCLA Section 113(k), EPA has established an administrative record file that contains documents that form the basis for EPA's decision on the selection of a response action for the site. This administrative record is open to the public for inspection and comment at the following locations:

City of Burbank Public Library  
110 North Glenoaks Boulevard  
Burbank, California 91502

L.A. Department of Water and Power Library  
111 North Hope Street, Room 518  
Los Angeles, California 90012

U.S. Environmental Protection Agency  
215 Fremont Street, 6th Floor (T-4-1)  
San Francisco, California 94105

#### PRP RESPONSE AND EPA CONTACT PERSON

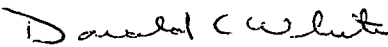
You have 60 calendar days from your receipt of this letter to notify EPA in writing of your willingness to negotiate the performance or financing of the RD/RA. You may respond individually or through a steering committee. If EPA does not receive a timely response, EPA will assume that you have declined any involvement in performing the response activities. If no settlement is reached, you may be held liable by EPA under Section 107 of CERCLA for the cost, plus penalties and interest, for cleanup activities at the site. EPA also reserves its rights to issue Administrative Orders and seek judicial enforcement.

Your response to this letter should be sent to:

Jon K. Wactor (RC-5)  
U.S. Environmental Protection Agency  
Office of Regional Counsel  
215 Fremont St.  
San Francisco, CA 94105

If you or your attorney have any questions pertaining to this matter, please direct them to Jon Wactor of the Regional Counsel's Office at (415) 974-8042. You may also contact either Chris Mastaloudis at (415) 974-8159 or Alisa Greene at (415) 974-8015 of the Office of Superfund Programs.

Sincerely,

  
for Jerry Clifford

Assistant Director  
Hazardous Waste Management Division

3 Enclosures

cc: David Bacharowski, RWQCB  
Joseph Crisologo, DHS  
Walter Hoyer, DWP  
Fred Lantz, City of Burbank

SPECIAL NOTICE MAILING LIST

FILE COPY

As of April 25, 1989

Accessory Plating  
Mr. Herb Needles  
General Manager  
3000 Empire Ave.  
Burbank, CA 91504

Adler Screw Products Inc.  
Mr. Erik Lirhus  
President  
3047 N. California St.  
Burbank, CA 91504

Mr. Brian P. Barger  
Marshall and Melhorn  
Four Seagate-Eighth Floor  
Toledo, OH 43604  
RE: Aeroquip Corporation  
Facility located at 3015 Winona Ave., Burbank, CA

B.J. Grinding  
Mr. Robert Hoiseth  
President  
2632 N. Ontario St.  
Burbank, CA 91504

Barron Anodizing  
Mr. Howard Greenberg  
Vice President of Operations  
1121 Isabel St.  
Burbank, CA 91506  
RE: Property located at 2812 N. San Fernando Rd., Burbank, CA

Bendix Electrodynamics Division  
Ms. Robin Oseas  
Environmental Administrator  
11600 Sherman Way  
North Hollywood, CA 91605-5887

Mr. Stuart Chase  
Property Owner  
610 Glenoaks Blvd.  
Burbank, CA 91502  
RE: Barron Anodizing  
Property located at 2812 N. San Fernando Rd., Burbank, CA

Crane Company/Hydro-Aire Division  
Mr. D. R. King  
Vice President of Manufacturing  
3000 Winona Ave.  
Burbank, CA 91510-7722

De King Screw Products  
Mr. J. W. Dudley  
Vice President  
3326 Burton Ave.  
Burbank, CA 91504

Deltron Engineering  
Toni Kuebler  
Vice President  
2800 N. San Fernando Blvd.  
Burbank, CA 91504

Mr. R. Depper  
Property Owner  
3815 Broadway  
Oakland, CA 94611  
RE: Premier Cleaners  
Property located at 3238 N. San Fernando Rd., Burbank, CA

Mr. Leon Ellison  
Property Owner  
3433 Howard Way  
Burbank, CA 91504  
RE: Novacap  
Property located at 1811 N. Keystone St., Burbank, CA

Janco Corporation  
Mr. Peter Keskin  
Executive Vice President  
3111 Winona Ave.  
P.O. Box 3038  
Burbank, CA 91504

Mr. Chad Johnson  
Property Owner  
16857 Citronia St.  
Sepulveda, CA 91343  
RE: Novacap  
Property located at 2221 Empire Ave., Burbank, CA

Kahr Bearing  
Mr. D. L. Kleinhans  
President  
3010 N. San Fernando Blvd.  
Burbank, CA 91504-2524

Lockheed Aeronautical Systems Company  
Mr. William A. Sullivan  
Corporate Counsel  
4500 Park Granada Blvd.  
Calabasas, CA 91399

Novacap  
Mr. Andre P. Galliath  
President  
1811 N. Keystone St.  
Burbank, CA 91504

Océan Technology, Inc.  
Mr. Eugene Palic  
Plant Engineer  
2835 N. Naomi St.  
P.O. Box 3165  
Burbank, CA 91504

Pacific Airmotive Corporation  
Mr. Eugene Fox  
Vice President/General Manager  
2940 N. Hollywood Way  
Burbank, CA 91505-1095

Premier Cleaners  
Mr. David Love  
Plant Manager  
3238 N. San Fernando Blvd.  
Burbank, CA 91504

Mr. Larry Gutterridge  
Sidely and Austin  
2049 Century Park East  
Los Angeles, CA 90067  
RE: Sierracin/Harrison  
Facility located at 3020 Empire Ave., Burbank, CA

Mr. Larry Gutterridge  
Sidely and Austin  
2049 Century Park East  
Los Angeles, CA 90067  
RE: Space-Lok, Inc.  
Facility located at 2526 N. Ontario St., Burbank, CA

Stainless Steel Products, Inc.  
Mr. Arthur L. Moore  
President  
2980 N. San Fernando Blvd.  
Burbank, CA 91504

Surface Finishing  
Mr. Steven Barr  
President  
2501 N. Ontario St.  
Burbank, CA 91504

Twiss Heat Treating Co.  
Mr. William E. Twiss  
President  
2503 N. Ontario St.  
Burbank, CA 91504

Valley Enamelling Corporation  
Mr. Frank Nerren  
President  
2509 N. Ontario St.  
Burbank, CA 91504



Weber Aircraft Division  
Mr. A. D. Williams  
Vice President  
2820 Ontario St.  
Burbank, CA 91505

ENCLOSURE # 2

FILE COPY

Donald A. Carr  
Acting Assistant Attorney General

Phillip A. Brooks  
Environmental Enforcement Section  
Land and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044-7611

Jon K. Wactor  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 9  
215 Fremont Street  
San Francisco, CA 94105  
(415) 974-8042

ATTORNEYS FOR PLAINTIFF  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Civ. #89 \_\_\_\_.

DRAFT CONSENT DECREE

1  
2 United States of America, )

3 PLAINTIFF, )

4 v. )

5 Accessory Plating )

6 Adler Screw Products, Inc. )

Aeroquip Corporation )

7 B.J. Grinding )

Barron Anodizing )

8 Bendix Electrodynamics Division )

Mr. Stuart Chase )

9 Crane Co./Hydro-Aire Division )

De King Screw Products )

10 Deltron Engineering, Inc. )

Mr. R. Depper )

11 Mr. L. Ellison )

Janco Corporation )

12 Mr. C. Johnson )

Kahr Bearing )

13 Lockheed Aeronautical Systems Company )

Novacap )

14 Ocean Technology, Inc. )

Pacific Airmotive Corporation )

15 Premier Cleaners )

Sierracin/Harrison )

16 Space-Lok, Inc. )

Stainless Steel Products, Inc. )

17 Surface Finishing )

Twiss Heat Treating Co. )

18 Valley Enamelling Corporation )

Weber Aircraft Division )

19 DEFENDANTS. )

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A. The Court has jurisdiction over the subject matter of this Consent Decree pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) ("CERCLA").

B. Defendants do not contest and agree not to contest the jurisdiction of the United States to maintain this action or the Court's jurisdiction to enter and enforce this Consent Decree. Defendants also do not contest and agree not to contest that the complaint states a claim upon which relief can be granted.

## II. SITE BACKGROUND

A. Plaintiff, United States of America ("Plaintiff" or "United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint simultaneously with the entry of this Decree, pursuant to CERCLA §§106 and 107, 42 U.S.C. §§9606 and 9607, to compel "Defendants" (See Enclosure # 1) to perform remedial design and remedial action ("RD/RA") pursuant to CERCLA and the Burbank Well Field Record of Decision ("ROD")<sup>1</sup>, and to recover all response costs that have been and will be incurred by the United States in response to releases and threatened releases of hazardous substances from facilities located on or about the Burbank Well

1. A copy of the ROD will be attached, and a copy sent to the participating parties, immediately after the ROD is finalized.

1 Field ("Burbank Well Field" or "the Site"). The Burbank Well  
2 Field is a discrete part of the "North Hollywood Area" Superfund  
3 Site (Also known as the San Fernando Valley Area #1 Superfund  
4 Site). Because of its discrete nature and the fact that a danger  
5 exists from groundwater contamination by various Volatile Organic  
6 Compounds ("VOCs") as set forth in the ROD, remediation of the  
7 site is being implemented as an "Operable Unit," prior to the  
8 overall San Fernando Valley Area groundwater remediation.

9 B. The Burbank Well Field is located in the Northeast cor-  
10 ner of the North Hollywood Area Superfund Site. The North Hol-  
11 lywood Area is one of four sites in the San Fernando Valley  
12 Groundwater Basin ("Basin") which were placed on the National  
13 Priorities List ("NPL") concurrently in June 1986. The four San  
14 Fernando Valley sites are being treated as one large site for the  
15 purposes of groundwater remediation efforts. The Basin-wide  
16 groundwater remediation is a collaborative undertaking of EPA,  
17 the Los Angeles Department of Water and Power ("DWP"), and the  
18 California Department of Health Services ("DHS").

19 C. Concentrations of VOCs exceeding California State Ac-  
20 tion Levels ("SALs") and Federal Maximum Contaminant Levels  
21 ("MCLs") were first discovered in the Basin in 1980. Since that  
22 time, the California Regional Water Quality Control Board  
23 ("RWQCB") has supervised, under the auspices of Assembly Bill  
24 1803, soil and groundwater sample analysis in the Burbank Area.  
25 In addition, the Basin-wide Remedial Investigation ("RI") is cur-  
26 rently being conducted under the direction of DWP, while DHS con-

1 ducts remediation efforts under AB 129. VOC contamination of the  
2 groundwater has caused the City of Burbank to shut down the Bur-  
3 bank Well Field which formerly provided drinking water for the  
4 residents of Burbank.

5 D. The most significant hazardous substances discovered  
6 were VOC family members trichloroethylene ("TCE") and perchloro-  
7 ethylene ("PCE"). These materials are commonly used for  
8 machinery degreasing, dry cleaning, and metal plating. The  
9 Federal MCL for TCE in drinking water is set at 5 parts per bil-  
10 lion (ppb). The SAL for PCE in drinking water is set at 4 ppb.  
11 To date, levels of TCE of 1800 ppb and levels of PCE to 590 ppb  
12 have been measured at the City of Burbank's extraction wells.  
13 Even higher levels of contamination have been measured at other  
14 wells within the Site. EPA, in conjunction with RWQCB, DWP and  
15 DHS, has conducted source investigations which have indicated  
16 that certain parties may have been responsible for the  
17 groundwater contamination at the Site.

18 E. In August of 1987, EPA entered into a Cooperative  
19 Agreement with DHS and DWP which allowed DWP to conduct the  
20 Basin-wide Remedial Investigation. EPA has also entered into a  
21 Multi-Site Cooperative Agreement with DHS which funds DHS par-  
22 ticipation in remediation activities at the Site under authority  
23 of CERCLA § 104. In March 1989, DWP completed construction of the  
24 North Hollywood Well Field Aeration Facility, the first Operable  
25 Unit within the North Hollywood Area. Treated groundwater from  
26 the North Hollywood Aeration Facility is chlorinated and released



1 to the public water supply, where it is used for drinking water  
2 purposes.

3 F. The Burbank Well Field is the second Operable Unit in  
4 the North Hollywood Area. In October 1988, The Burbank Operable  
5 Unit Feasibility Study ("OUFS") was released. The OUFS set forth  
6 a range of remedial actions which were applicable to the Burbank  
7 Well Field. The groundwater remediation of the Burbank Well  
8 Field is the Remedial Action set forth in this Decree.

9 G. The San Fernando Valley Area # 1 (North Hollywood  
10 Area), of which the Burbank Well Field Operable Unit is a part,  
11 is listed on the National Priorities List pursuant to CERCLA  
12 §105, 42 U.S.C. §9605.

### 13 III. PURPOSE

14 A. The purpose of this Consent Decree is to serve the  
15 public interest by protecting the public health, welfare, and the  
16 environment from releases and threatened releases of hazardous  
17 substances from facilities located on or about the Burbank Well  
18 Field by implementation of the RD/RA as set out in Section V  
19 (Work to be Performed) of this Consent Decree and in the ROD.

20 B. The RD/RA is intended to implement the ROD. The RD/RA,  
21 as designed, meets the substantive standards of all "applicable  
22 requirements" and "relevant and appropriate requirements" as  
23 those terms are defined at 40 C.F.R. § 300.6, and as generally  
24 described in CERCLA Compliance with Other Environmental Statutes,  
25 October 2, 1985 (50 Fed. Reg. 47946, November 20, 1985), and  
26 CERCLA §121, 42 U.S.C. §9621.

1 C. Defendants have agreed to the making and entry of this  
2 Consent Decree, pursuant to CERCLA §122, 42 U.S.C. §9622, prior to  
3 the taking of any testimony, based upon the pleadings filed in  
4 the case, without any admission of liability or fault. Defen-  
5 dants agree that settlement of this matter and entry of this Con-  
6 sent Decree is made in good faith in an effort to avoid further  
7 expense and protracted litigation

8 IV. BINDING EFFECT

9 A. Each undersigned representative of the parties to the  
10 Consent Decree certifies that he or she is fully authorized to  
11 enter into the terms and conditions of this Decree and to execute  
12 and legally bind such party to this document.

13 B. Each Defendant shall identify, on the attached signa-  
14 ture page, the name and address of an agent who is authorized to  
15 accept service of process by mail on behalf of that party with  
16 respect to all matters arising under or relating to this Consent  
17 Decree. Defendants hereby agree to accept service in that manner  
18 and to waive the formal service requirements set forth in Rule 4  
19 of the Federal Rules of Civil Procedure, including service of a  
20 summons, and any applicable local rules of this Court.

21 C. This Consent Decree shall apply to and be binding upon  
22 Defendants, their officers, directors, officials, successors, and  
23 assigns, and upon the United States.

24 D. Defendants agree to provide a copy of this Consent  
25 Decree, as lodged, along with all relevant additions and  
26 modifications to this Consent Decree, as appropriate, to each

1 person, including all contractors and subcontractors, retained to  
2 perform the Remedial Design/Remedial Action ("RD/RA") con-  
3 templated by this Decree, within 30 days of retainer, and shall  
4 condition any contract for the Remedial Action on compliance with  
5 this Consent Decree.

6 E. Defendants agree that they are jointly and severally  
7 responsible for compliance with all provisions of this Decree.

8 F. In the event of the insolvency or other inability of  
9 any one or more Defendants to implement the requirements of this  
10 Consent Decree, the remaining Defendants agree to complete all  
11 such requirements.

12 G. The work set forth in this Consent Decree shall be com-  
13 pleted in accordance with the standards and specifications and  
14 within the time periods as described in Section V, the ROD, and  
15 the Work Plan, which is incorporated herein by reference.

16 V. WORK TO BE PERFORMED

17 A. Defendants agree jointly and separately to implement  
18 and complete, at their own expense, the RD/RA for the Burbank  
19 Well Field operable unit in accordance with the ROD, this Consent  
20 Decree, and the Work Plan, subject to EPA oversight and approval,  
21 and to reimburse Plaintiff for response costs and civil penalties  
22 as provided within this Consent Decree.

23 B. All remedial design work to be performed by the Defendants  
24 pursuant to this Consent Decree shall be under the direction and  
25 supervision of a qualified professional architect or engineer.  
26 Prior to the initiation of remedial design work for the Site, the

1 Defendants shall notify EPA in writing, of the name, title, and  
2 qualifications of any engineer or architect proposed to be used  
3 in carrying out the remedial design work to be performed pursuant  
4 to this Consent Decree. Selection of any such architect or en-  
5 gineer shall be subject to approval by EPA.

6 C. All remedial action work to be performed by the Defen-  
7 dants pursuant to this Consent Decree shall be under the direc-  
8 tion and supervision of a qualified professional engineer. Prior  
9 to the initiation of remedial action work at the Site, the Defen-  
10 dants shall notify EPA in writing, of the name, title, and  
11 qualifications of the proposed engineer, and the names of prin-  
12 cipal contractors and/or subcontractors (including laboratories)  
13 proposed to be used in carrying out the work to be performed pur-  
14 suant to this Consent Decree. Selection of any such engineer or  
15 contractor and/or subcontractor shall be subject to approval by  
16 EPA.

17 D. Any reports, plans, specifications, schedules, appen-  
18 dices, and attachments required by this Decree are, upon approval  
19 by EPA, incorporated into this Decree. Any noncompliance with  
20 such EPA approved reports, plans, specifications, schedules, ap-  
21 pendices, or attachments shall be considered a failure to comply  
22 with this Decree and shall subject Defendants to stipulated  
23 penalties as provided in Section XV of this Decree.

24 E. Documents to be submitted ("Deliverables"):

25 1. Remedial Design Report: Defendants shall submit a  
26 Remedial Design Report, which will explain in detail how the

1 Remedial Action will be implemented. This report shall consist  
2 of three parts: a conceptual design, a pre-final design, and the  
3 completed design. These reports shall be submitted as follows:

4 a. Conceptual Remedial Design: Defendants shall  
5 submit a conceptual design (30% final design) for the RA that in-  
6 cludes, but is not limited to:

- 7 i. 30% complete plans and specifications.
- 8 ii. compliance with ARARS.
- 9 iii. equipment setup and employee and  
10 consultant training.

11 b. Pre-Final Remedial Design: Defendants shall  
12 submit a pre-final design (90% final design) for the RA that in-  
13 cludes, but is not limited to:

- 14 i. 90% complete plans and specifications.
- 15 ii. all revisions of and additions to the  
16 conceptual design.
- 17 iii. schedules.
- 18 iv. cost estimates.

19 c. Final Remedial Design Report: Defendants  
20 shall submit a final RA design which shall include, but not be  
21 limited to:

- 22 i. complete plans and specifications.
- 23 ii. all revisions of and additions to the  
24 pre-final design.
- 25 iii. schedules.
- 26 iv. cost estimates.

1           2.   Remedial Action Report: Defendants shall submit a  
2 Remedial Action Report documenting Defendants execution of the  
3 Remedial Design and Remedial Action. The report shall be sub-  
4 mitted in two parts, as follows:

5           a.   Interim Remedial Action Report Defendants  
6 shall submit an Interim Remedial Action Report upon completion of  
7 construction activities at the Site. The report will document  
8 the Defendants construction of facilities in compliance with the  
9 Remedial Design Report. The report will also examine the need  
10 for further remedial action at the Site. The report shall in-  
11 clude the results of the remedial action sampling as performed in  
12 accordance with the Remedial Action Sampling Plan (No. 3 Below).

13           b.   Final Remedial Action Report: Defendants  
14 shall submit a Final Remedial Action Report after the completion  
15 of the operation and maintenance portion of the work, which shall  
16 document Defendants complete performance of the Remedial Action  
17 in compliance with the ROD, this Consent Decree, and the Remedial  
18 Design Report. This report shall also include the results of the  
19 confirmation sampling as performed in accordance with the Confir-  
20 mation Sampling Plan (No. 3 Below)

21           3.   Sampling and Analysis Plan: Defendants shall sub-  
22 mit a plan describing the sampling necessary for the Remedial  
23 Design and Remedial Action. The plan shall identify at least the  
24 sampling procedures, the number of samples to be collected, the  
25 analyses to be performed on the samples, the sampling schedule,  
26 and an investigation of possible sources of samples. The plan

1 shall include contingencies for conducting sampling analyses  
2 which are unforeseen during the production of the plan. The sam-  
3 pling and analysis procedures shall be in accordance with the  
4 Sampling and Investigation Section of this Decree (Section IX)  
5 and the document Preparation of a PRP Sample Plan for EPA Region  
6 IX, October, 1987. The plan shall consist of four parts: a  
7 Preliminary Sampling Plan, a Remedial Action Sampling Plan, an  
8 Operational Sampling Plan, and a Confirmation Sampling Plan.  
9 These plans shall be submitted as follows:

10 a. Preliminary Sampling Plan: Defendants shall  
11 submit a Preliminary Sampling Plan which will identify and  
12 describe the sampling activities necessary for the preparation of  
13 the Remedial Design. Results of these sampling activities will be  
14 made available to the Remedial Design Architect/Engineer, not-  
15 withstanding any provisions of Section IX of this Decree.

16 b. Remedial Action Sampling Plan: Defendants  
17 shall submit a Remedial Action Sampling Plan which will ensure  
18 that the Remedial Design will adequately remediate the  
19 groundwater contamination.

20 c. Operational Sampling Plan: Defendants shall  
21 submit an Operational Sampling Plan to monitor the operation of  
22 the Remedial Action. The plan shall provide data which will en-  
23 sure that the facility operates within the design conditions set  
24 forth in the Remedial Design. At a minimum, remediated  
25 groundwater shall meet drinking water standards for all criteria  
26 enforced by the California State Department of Health Services.

1                   d. Confirmation Sampling Plan: Defendants shall  
2 submit a Confirmation Sampling Plan for sampling to demonstrate  
3 the completion of the Remedial Action. The plan shall provide  
4 for sampling to demonstrate that groundwater contamination in and  
5 around the Burbank Well Field has been contained and rectified.

6                   4. Quality Assurance/Quality Control Plan: Defen-  
7 dants shall submit a Quality Assurance/Quality Control Plan  
8 ("QA/QC plan") for implementation of remedial construction. The  
9 QA/QC Plan should be prepared in accordance with the Quality As-  
10 surance Section of this Consent Decree (Section VI) and with cur-  
11 rent EPA guidance, Interim Guidelines and Specifications for  
12 Preparing Quality Assurance Project Plans, QAMS-005/80. The  
13 QA/QC plan shall include a description of the mechanism used to  
14 verify that the remedy is operating within limits acceptable to  
15 EPA.

16                   5. Operations and Maintenance Plan: Defendants shall  
17 submit a plan for operating and maintaining the Remedial Action  
18 facility. The plan shall conform in all cases to the plans,  
19 specifications, design conditions, and other stipulations set  
20 forth in the Final Remedial Design Report and this Decree. The  
21 plan shall provide for funding of the operation and maintenance  
22 of the facility for the lifetime of the Remedial Action, as  
23 determined by Plaintiff's acceptance of the Final Remedial Action  
24 Report. The groundwater treatment and water distribution sec-  
25 tions of the facility must be operated by a purveyor possessing a  
26 Water Supply Permit issued by the California State Department of



1 Health Services.

2 6. Worker Health and Safety Plan: Defendants shall  
3 submit a Worker Health and Safety Plan which shall satisfy the  
4 requirements of the Occupational Safety and Health Guidance for  
5 Hazardous Waste Site Activities [October 1985 (DHH 5 NIOSH) Pub-  
6 lication No. 85-115] and EPA's Standard Operating Safety Guides.

7 7. Plan for Satisfaction of Permitting Requirements:  
8 Defendants shall submit a plan for satisfying all applicable per-  
9 mitting requirements as required by local, state and federal law,  
10 as set forth in Section XI of this Consent Decree.

11 8. Monthly Progress Reports: Defendants shall  
12 provide written progress reports to EPA on a monthly basis.  
13 These progress reports shall describe all actions taken to comply  
14 with this Consent Decree, including a general description of ac-  
15 tivities commenced or completed during the reporting period,  
16 Remedial Action activities projected to be commenced or completed  
17 during the next reporting period, any problems that have been en-  
18 countered or are anticipated by Defendants in commencing or com-  
19 pleting the Remedial Action activities, and the results of any  
20 sampling, tests, or other data as set forth in Section IX. These  
21 progress reports shall be submitted to EPA by the 10th of each  
22 month for work done the preceding month and planned for the cur-  
23 rent month.

24 F. Defendants shall submit a draft and a final of each of  
25 the above deliverables (except the monthly report). Any failure  
26 of Defendants to submit a draft or final deliverable in com-

1 pliance with the schedule, as approved by EPA, will be deemed a  
2 violation of this Decree.

3 G. EPA will, pursuant to the schedule, review and provide  
4 written comments on each draft deliverable submitted by Defen-  
5 dants.

6 H. Defendants shall, within the time allotted in the  
7 schedule, incorporate EPA's comments on the draft into the final  
8 and submit the final deliverable.

9 I. Any failure of Defendants to fully incorporate into the  
10 final deliverable EPA's comments or suggestions on and modifica-  
11 tions to the draft deliverable, will be deemed a violation of  
12 this Decree.

13 J. EPA may determine that additional work, including,  
14 without limitation, remedial work, mitigation, investigations,  
15 engineering analysis, and interim response measures are necessary  
16 to carry out the purposes of this Decree. Defendants shall per-  
17 form the additional work pursuant to EPA oversight and in accor-  
18 dance with the specifications, standards, requirements and  
19 schedules determined or approved by EPA. In the event that  
20 Defendants dispute EPA's determination that additional work is  
21 necessary, Defendants may invoke the Dispute Resolution procedure  
22 as set forth in Section XVI.

23 K. All documents submitted to Plaintiff for approval made  
24 pursuant to this Decree shall be sent by overnight mail or some  
25 equivalent delivery service to Plaintiff's Project Coordinator,  
26 as set forth in Section XVIII. Defendants shall include three

1 (3) copies of each document delivered.

2 VI. QUALITY ASSURANCE

3 A. Defendants shall use the QA/QC procedures set out in  
4 the approved plan described in Section V, Part E, No. 4, and  
5 shall utilize standard EPA sample chain of custody procedures, as  
6 documented in National Enforcement Investigations Center Policies  
7 and Procedures Manual as revised in June 1985, and the National  
8 Enforcement Investigations Center Manual for the Evidence Audit  
9 published in September 1981, for all sample collection and  
10 analysis activities.

11 B. In order to provide quality assurance and maintain  
12 quality control regarding all samples collected pursuant to this  
13 Decree, Defendants shall:

14 1. Ensure that all contracts with laboratories util-  
15 ized by the Defendants for analysis of samples taken pursuant to  
16 this Consent Decree provide for access of EPA personnel and EPA  
17 authorized representatives to assure the accuracy of laboratory  
18 results related to the site.

19 2. Ensure that laboratories utilized by the Defen-  
20 dants for analysis of samples taken pursuant to this Consent  
21 Decree perform all analyses according to approved EPA methods or  
22 methods deemed in advance to be satisfactory to EPA. Accepted  
23 EPA methods are documented in the most current version of Methods  
24 for the Determination of Organic Compounds in Finished Drinking  
25 Water and Raw Source Water, as well as in other source documents.

26 3. Ensure that all laboratories utilized by the

1 Defendants for analysis of samples taken pursuant to this Decree  
2 participate in an EPA or EPA equivalent QA/QC program. As part  
3 of the QA/QC program and upon request by EPA, such laboratories  
4 shall perform at Defendants' expense analyses of samples provided  
5 by EPA to demonstrate the quality of each laboratory's data.

6 C. Sampling data generated that is deemed by Plaintiff to  
7 be consistent with the QA/QC Plan and the Confirmation Sampling  
8 Plan shall be admissible as evidence, without objection, in any  
9 proceeding relating this Consent Decree or the Site.

#### 10 VII. PROJECT COORDINATORS

11 A. On or before the effective date of this Decree, Plain-  
12 tiff and Defendants shall each designate a Project Coordinator to  
13 monitor the progress of the RD/RA and to coordinate communication  
14 between Plaintiff and Defendants.

15 B. Plaintiff's Project Coordinator will be an EPA employee  
16 and shall have the authority vested in the On-Scene Coordinator  
17 by 40 C.F.R. § 300 et seq., 50 Fed. Reg. 47912 (Nov. 20, 1985),  
18 including such authority as may be added by amendments to 40  
19 C.F.R. § 300. Plaintiff's Project Coordinator shall have the  
20 authority, inter alia, to require a cessation of the performance  
21 of the Remedial Action or any other activity at the Site that, in  
22 the opinion of Plaintiff's Project Coordinator, may present or  
23 contribute to an endangerment to public health, welfare, or the  
24 environment or cause or threaten to cause the release of hazard-  
25 ous substances from the Site.

26 C. The absence of Plaintiff's Project Coordinator from the

1 Site shall not be cause for stoppage of the work.

2 D. The parties may change their respective Project Coord-  
3 dinators by notifying the other party in writing at least seven  
4 calendar days prior to the change.

5 E. Defendants' Project Coordinator may assign other repre-  
6 sentatives, including other contractors, to serve as a Site rep-  
7 resentative for oversight of performance of daily operations  
8 during remedial activities.

9 F. Plaintiff's Project Coordinator may assign other repre-  
10 sentatives, including other EPA employees or contractors, to  
11 serve as a Site representative for oversight of performance of  
12 daily operations during remedial activities.

13 VIII. SITE ACCESS

14 A. To the extent that access to or easements over property  
15 other than property owned by the Defendants is required for the  
16 proper and complete performance of this Decree, Defendants shall  
17 use their best efforts to obtain access agreements from the  
18 owners or those persons who have control, prior to the commence-  
19 ment of the remedial construction. Best efforts shall include,  
20 but not be limited to, the payment of reasonable sums to obtain  
21 access. Such site access agreements shall provide reasonable ac-  
22 cess to Defendants, contractor(s), the United States and any of  
23 its agencies, the State of California, and their representatives.

24 B. In the event that sufficient site access agreements are  
25 not obtained prior to construction, Defendants shall notify EPA  
26 and shall describe their efforts to obtain such agreements. Such

1 notification shall be received by EPA a minimum of 180 calendar  
2 days prior to the commencement of remedial construction ac-  
3 tivities.

4 C. During the effective period of this Decree, the United  
5 States, the State of California, and their representatives, in-  
6 cluding contractors, shall have access at all times to the site  
7 and any contiguous property owned or controlled by Defendants.

8 D. Any person obtaining access pursuant to this provision  
9 shall comply with all applicable provisions of the Worker Health  
10 and Safety Plan described in Section V, Part E, No. 6 of this  
11 Decree and reviewed by EPA.

#### 12 IX. SAMPLING AND INVESTIGATION

13 A. Defendants shall submit the results of all sampling  
14 and/or tests or other data generated by the Defendants or on the  
15 Defendants' behalf, with respect to the implementation of this  
16 Consent Decree, to EPA in a summary form in the monthly progress  
17 reports described in Section V, Part E, No. 8 of this Decree.

18 B. At the request of Plaintiff's Project Coordinator,  
19 Defendants shall provide to Plaintiff split or duplicate samples  
20 of any samples taken during the course of the RD/RA. Plaintiff  
21 shall, pursuant to CERCLA §104, 42 U.S.C. §9604, have the right  
22 to take any samples it deems necessary.

23 C. During the design and construction of the RA, Defen-  
24 dants shall notify Plaintiff's project coordinator of any planned  
25 sampling conducted by Defendants or anyone acting on their behalf  
26 in the monthly report submitted prior to the sampling. Such

1 notice will provide at least fourteen (14) days notice of planned  
2 sampling to Plaintiff. Plaintiff shall be notified thirty (30)  
3 days prior to the disposal of any sample taken during the RD/RA,  
4 and shall have an opportunity to take possession of all or a por-  
5 tion of such sample.

6 D. Defendants shall permit Plaintiff to inspect and copy  
7 all records, documents, photographs and other materials, includ-  
8 ing all sampling and monitoring data that in any way concerns the  
9 groundwater contamination problem at the Site

10 E. At the request of Defendants, Plaintiff will provide  
11 split or duplicate samples collected by Plaintiff and the  
12 analytical results obtained from the samples. If Plaintiff col-  
13 lects any samples, or undertakes any other testing work pursuant  
14 to the RD/RA Workplan, it will notify Defendants' Project Coor-  
15 dinator at least forty-eight (48) hours in advance and permit  
16 Defendants to observe the work.

17 F. Defendants may assert a confidentiality claim, covering  
18 part or all of the information gathered and submitted pursuant to  
19 this Decree pursuant to 40 CFR §2(B). If Defendants do not make  
20 a confidentiality claim pursuant to this subsection at the time  
21 the information is submitted to Plaintiff, it may be made avail-  
22 able to the public without any notice to Defendants.

#### 23 X. ASSURANCE OF ABILITY TO COMPLETE WORK

24 A. Defendants shall demonstrate their ability to complete  
25 the RD/RA and to pay all claims that arise from the performance  
26 of the RD/RA by obtaining, and presenting to Plaintiff for ap-

1 proval within 30 calendar days after the effective date of this  
2 Decree, one of the following items:

- 3 1. Performance bond,
- 4 2. Letter of credit, or
- 5 3. Guarantee by a third party.

6 B. Plaintiff may disapprove the financial assurance  
7 mechanism presented if in Plaintiff's determination, it does not  
8 provide adequate assurance that Defendants are able to complete  
9 the RD/RA.

10 C. In lieu of any of the three items listed in Part A  
11 above, Defendants may present for Plaintiff's review and ap-  
12 proval, internal or public financial information sufficient to  
13 satisfy Plaintiff that the Defendants have enough assets to make  
14 it unnecessary to require additional assurances. If Defendants  
15 rely on internal or public financial information for financial  
16 assurance, Defendants shall submit such information on a semi-  
17 annual basis. If Plaintiff determines the financial assurances  
18 to be inadequate, Defendants shall obtain one of the three other  
19 financial instruments listed above within 30 calendar days of  
20 such determination.

#### 21 XI. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

22 A. All actions required to be taken pursuant to this Con-  
23 sent Decree shall be undertaken in accordance with the ROD, and  
24 with the requirements of all applicable local, state and federal  
25 laws, regulations and permitting requirements. Permits shall in-  
26 clude, but not be limited to:



- 1           1.    Permission from the California Department of
- 2                    Health Services to produce and distribute drinking
- 3                    water.
- 4           2.    Building permits from the City of Burbank and any
- 5                    other governing agency.
- 6           3.    Applicable permits from the California South Coast
- 7                    Air Quality Management District.
- 8           2.    CERCLA as amended, the National Contingency Plan
- 9                    ("NCP"), and the ROD.

10           This Decree shall in no way relieve Defendants of their  
11 obligation to comply with such laws and regulations.

12           B.    Defendants shall include in all contracts or sub-  
13 contracts entered into for work required under this Consent  
14 Decree, provisions stating that such contractors or subcontract-  
15 tors, including their agents and employees, shall perform all ac-  
16 tivities required by such contracts or subcontracts in compliance  
17 with all applicable laws and regulations.

18           C.    This Consent Decree is not, nor shall it act as, nor is  
19 it intended by the Parties to be, a permit issued pursuant to any  
20 federal, state, or local statute or regulation.

21           D.    All permits or other approvals, including permits for  
22 offsite disposal of hazardous substances, shall be identified in  
23 the Plan for Satisfaction of Permitting Requirements and in the  
24 Final Remedial Design Report, which are described in Section V of  
25 this Consent Decree.

26           E.    Defendants shall obtain EPA's prior approval of the use

1 of any off-site facility for the disposal of hazardous sub-  
2 stances.

### 3 XII. RETENTION OF RECORDS

4 A. Defendants shall preserve and retain all records and  
5 documents in their possession or control that relate in any man-  
6 ner to the Site, regardless of any document retention policy to  
7 the contrary, for ten (10) years after the completion of the  
8 RD/RA or termination of this Consent Decree, whichever  
9 is later.

10 B. Until completion of the RD/RA and termination of this  
11 Consent Decree, Defendants shall preserve, and shall instruct  
12 their contractor, their contractor's subcontractors, and anyone  
13 else acting on Defendants' behalf at the Site to preserve (in the  
14 form of originals or exact copies, or in the alternative,  
15 microfiche of all originals) all records, documents and informa-  
16 tion of whatever kind, nature, or description relating to the  
17 performance of the Remedial Action at the Site. Upon the comple-  
18 tion of the RD/RA copies of all such records, documents, and in-  
19 formation shall be delivered to Plaintiff's Project Coordinator.

### 20 XIII. REIMBURSEMENT OF PAST AND OVERSIGHT COSTS

21 A. Within 60 days of the effective date of this Consent  
22 Decree, Plaintiff will provide Defendants with documents deemed  
23 appropriate by EPA which show site related response and oversight  
24 costs incurred by the United States to the effective date of the  
25 Consent Decree. Defendants shall reimburse Plaintiff for these  
26 past costs within thirty days of receipt of the documents.

1           B.   In addition, Defendants agree to reimburse the United  
2 States for any response or oversight costs incurred at the Site  
3 by Plaintiff after the effective date of this Consent Decree. At  
4 the end of each calendar year, Plaintiff shall submit to Defen-  
5 dants documentation (such as described in Part A above) of all  
6 response and oversight costs incurred by Plaintiff with respect  
7 to this Consent Decree in that calendar year. Failure to include  
8 all relevant response costs in the submittal at the end of any  
9 particular calendar year will not preclude Plaintiff from submit-  
10 ting such costs in any subsequent year nor will such failure  
11 provide Defendants with a reason to refuse payment. Defendants  
12 agree to reimburse Plaintiff for all such costs within 30 calen-  
13 dar days of receipt of the documentation of such costs.

14           C.   Payments shall shall be made by certified check for the  
15 amount of those costs demanded made payable to the "EPA-Hazardous  
16 Substances Superfund." A copy of each check and transmittal let-  
17 ter shall be sent to the Plaintiff's Project Coordinator.

18           D.   Checks should specifically reference the identity of  
19 the site and be sent to this address:

20                   Environmental Protection Agency  
21                   Region IX  
22                   Superfund Accounting  
23                   P.O. Box 360863 M  
24                   Pittsburgh, PA 15251  
25                   Attention: Collection Officer for Superfund

26           A copy of the transmittal letter shall be sent to the  
Plaintiff's Project coordinator.

E.   Payment made pursuant to this Section shall not con-

1     stitute an admission by Defendants of any liability to Plaintiff  
2     or any other person.

3                     XIV. RESERVATIONS AND WAIVERS OF RIGHTS

4             A.     Plaintiff reserves the right to take any enforcement  
5     action pursuant to CERCLA and/or any other legal authority, in-  
6     cluding the right to seek injunctive relief, monetary penalties,  
7     and punitive damages, for any civil or criminal violation of law  
8     or this Consent Decree.

9             B.     Subject to the Dispute Resolution provisions of Section  
10    XVI, Plaintiff reserves the right both to disapprove of work per-  
11    formed by Defendants and to request that Defendants perform tasks  
12    in addition to those detailed in the RD/RA, as provided in Sec-  
13    tion V, Part J of this Consent Decree.

14            C.     Plaintiff reserves the right to undertake remedial  
15    design and remedial actions at any time and to recover all costs  
16    of those actions from the Defendants.

17            D.     Notwithstanding any provision of this Consent Decree,  
18    Plaintiff hereby retains all of its information gathering, in-  
19    spection and enforcement authorities and rights under CERCLA,  
20    RCRA, and any other applicable statute or regulation.

21            E.     Defendants reserve any defenses or rights they may have  
22    with respect to any actions concerning the site except any rights  
23    expressly waived in this Section. Defendants retain any rights,  
24    claims, remedies or defenses that they may have between them-  
25    selves or as against other potential responsible parties.

26            F.     Defendants waive any right they might have to challenge

1 Plaintiff's or the Court's authority to issue, enter into or en-  
2 force this Decree.

3 G. Defendants waive any right they might have to seek  
4 reimbursement from the Superfund Hazardous Substances Trust Fund  
5 pursuant to the provisions of CERCLA for any costs incurred by  
6 them, or reimbursed to Plaintiff, which are related to the Site.  
7 Defendants agree not to make any claims pursuant to CERCLA, 42  
8 U.S.C. §§ 9612, 9606(b)(2), or any other provisions of law,  
9 directly or indirectly against the Plaintiff for those costs ex-  
10 pended in connection with this Consent Decree.

11 H. Defendants waive any claims for damages or reimburse-  
12 ment from the United States, or for set-off of any payments made  
13 or to be made to the United States, arising from or on account of  
14 any contract, agreement, or arrangement between any one or more  
15 of Defendants and any person for performance of work on or relat-  
16 ing to the Site, including claims on account of construction  
17 delays.

18 I. Defendants waive any right they might have to initiate  
19 a challenge to the imposition or amount of stipulated penalties  
20 set out in Section XV of this Decree. This waiver does not in-  
21 clude a waiver to dispute the underlying technical or schedule  
22 issues that may have given rise to penalties.

23 J. By entering into and performing this Consent Decree,  
24 Defendants do not admit liability for (1) the Site, or (2) any  
25 response costs which may have been incurred by the United States  
26 or any person.

1 K. Defendants hereby release and covenant not to sue the  
2 United States, including any and all departments, agencies, of-  
3 ficers, administrators, and representatives thereof, for any  
4 claim, counter-claim, or cross-claim asserted, or that could have  
5 been asserted, related to or arising from this Consent Decree or  
6 the Site. With respect to any person, firm, partnership, or cor-  
7 poration not a signatory to this Decree, nothing in this Consent  
8 Decree shall constitute or be construed as a covenant not to sue  
9 with respect to, or as release from any claim, cause of action,  
10 or demand in law or equity. Nothing in this Consent Decree shall  
11 be deemed to constitute preauthorization of a claim within the  
12 meaning of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 30.25(d).

13 XV. STIPULATED PENALTIES

14 A. Except for any extensions allowed by Plaintiff in writ-  
15 ing, or excused by the provisions of the Force Majeure Section,  
16 (Section XVII) for each day in which Defendants fail to submit a  
17 deliverable, or in which Defendants otherwise fail to meet the  
18 requirements of this Decree, Defendants agree to pay stipulated  
19 penalties as set out in Part C below.

20 B. These penalties shall accrue commencing upon Defen-  
21 dants' receipt of a written determination of disapproval, as  
22 specified in Section XIV, Part B, or upon the failure of Defen-  
23 dants to meet the schedule specified in the Workplan, or upon  
24 other violation of this decree, whichever comes first. Nothing  
25 herein shall prevent the simultaneous accrual of penalties for  
26 separate violations of this Decree.

1 C. Stipulated penalties shall accrue at the rate of  
2 \$25,000 per day for each day of violation.

3 D. Stipulated penalties shall be paid by certified check  
4 made payable to the "EPA-Hazardous Substance Superfund" by the  
5 15th day of the month following the month in which the violation  
6 occurred. Failure to timely pay a stipulated penalty is an addi-  
7 tional violation of the Decree, subject to stipulated penalties.  
8 A copy of the check and the letter forwarding the check, includ-  
9 ing a brief description of the violation, shall be submitted to  
10 the Plaintiff's Project Coordinator. The check should be sent to  
11 the address listed in Section XIII.

12 E. The stipulated penalties set forth above shall be in  
13 addition to any other remedies or sanctions available to Plain-  
14 tiff for violation of this Consent Decree.

#### 15 XVI. DISPUTE RESOLUTION

16 A. If Defendants object to any decision of Plaintiff's  
17 pursuant to this Decree, other than a decision to impose  
18 penalties or the amount of such penalties, Defendants shall  
19 notify Plaintiff's Project Coordinator, in writing, within four-  
20 teen (14) days of receipt of Plaintiff's decision. Plaintiff and  
21 Defendants shall then have fourteen (14) days to discuss infor-  
22 mally the respective sides of the dispute. A meeting may be held  
23 at Defendants' or Plaintiff's request to facilitate resolution of  
24 the dispute. At the end of the 14 day discussion period, Plain-  
25 tiff will issue a written determination of its decision regarding  
26 the dispute.

1           B.    Imposition of the Dispute Resolution procedure itself  
2 will not postpone the RD/RA schedule with respect to the disputed  
3 issue, or stay the accrual of stipulated penalties. Plaintiff  
4 agrees not to demand payment of penalties accrued until comple-  
5 tion of the Dispute Resolution process. The imposition or amount  
6 of penalties are not subject to dispute resolution.

7           C.    If Defendants refuse to implement Plaintiff's decision,  
8 Plaintiff may elect to perform the work. If Plaintiff does per-  
9 form the work after Defendants' refusal, stipulated penalties  
10 will continue to accrue for the life of the Decree.

11           D.    If Defendants refuse to follow the Plaintiff's decision  
12 regarding the dispute, Defendants may file with the Court a peti-  
13 tion briefly describing the dispute and their suggested resolu-  
14 tion.

15           E.    Plaintiff shall have 45 days to respond to the peti-  
16 tion.

17           F.    In any dispute resolution proceeding involving matters  
18 covered by the provisions of CERCLA § 113(j)(2), 42 U.S.C.  
19 §9613(j)(2), the Court shall uphold Plaintiff's decision unless  
20 Defendants can demonstrate on the basis of the Administrative  
21 Record that Plaintiff's decision was arbitrary and capricious and  
22 not otherwise in accordance with the law. In all disputes, the  
23 burden of proof shall rest with the Defendants.

24           G.    If the Court finds on review of the Administrative  
25 Record that Plaintiff's decision was arbitrary and capricious and  
26 not otherwise in accordance with the law, then the stipulated



1 penalties for the alleged violation shall not be payable. A  
2 finding that Plaintiff's decision was arbitrary and capricious  
3 and not otherwise in accord with the law shall not excuse stipu-  
4 lated penalties for failure to perform actions not in dispute ex-  
5 cept to the extent Defendants can show that it was impossible to  
6 perform those actions pending resolution of the dispute.

7 H. If the Court finds that Plaintiff's decision was not  
8 arbitrary and capricious, Defendants shall comply with the deci-  
9 sion and shall transmit payment of all penalties which have ac-  
10 crued during the dispute, plus interest at the rate specified in  
11 28 U.S.C. § 1961 to the EPA Hazardous Substance Superfund within  
12 15 working days of resolution of the dispute.

#### 13 XVII. FORCE MAJEURE

14 A. Defendants shall perform all the requirements of this  
15 Consent Decree according to the schedule and referenced support-  
16 ing documents or any modification thereto unless their perfor-  
17 mance is prevented or delayed by events which constitute a force  
18 majeure.

19 B. For the purposes of this Decree, a force majeure is  
20 defined as any event arising from causes entirely beyond the con-  
21 trol of Defendants or their contractors, subcontractors or con-  
22 sultants, which delays or prevents performance. Neither economic  
23 hardship nor increased costs shall be considered an event beyond  
24 the control of Defendants, and shall not trigger the force  
25 majeure clause.

26 C. Defendants have the burden of proving by clear and con-

1   vincing evidence that any delay is or will be caused by events  
2   entirely beyond their control and that the duration of the delay  
3   requested is necessary.

4       D.   In the event of a force majeure, the time for perfor-  
5   mance of the activity delayed by the force majeure shall be ex-  
6   tended for the minimum time necessary to allow completion of the  
7   delayed activity, but in no event longer than the time period of  
8   the delay attributable to the force majeure. The time for per-  
9   formance of any activity dependent on the delayed activity shall  
10  be similarly extended. Plaintiff will determine whether require-  
11  ments are to be delayed and the time period granted for any  
12  delay. Defendants shall adopt all practicable measures to avoid  
13  or minimize any delay caused by a force majeure.

14       E.   In the event of a force majeure, Defendants shall  
15  orally notify Plaintiff's project coordinator immediately (no  
16  later than 48 hours after Defendants become aware of the force  
17  majeure) and shall notify Plaintiff in writing within seven (7)  
18  calendar days after discovery of a force majeure. The written  
19  notification shall describe the alleged force majeure, the an-  
20  ticipated length of the delay and any measures Defendants are  
21  taking to mitigate the event or the delay.

22       F.   Failure of Defendants to comply with the notification  
23  requirements of this Section shall result in automatic forfeiture  
24  of any right to claim a force majeure delay.

#### 25                   XVIII. ADDRESSES FOR NOTICES

26       A.   When notification to or communication with Plaintiff or

1 Defendants is required by the terms of this Consent Decree, it  
2 shall be in writing, postage prepaid, and addressed as follows:

3 Alisa Greene (T-4-1)  
4 Project Coordinator  
5 Hazardous Waste Management Division  
6 Superfund Program  
7 United States Environmental Protection Agency  
8 215 Fremont Street  
9 San Francisco, CA 94105

7 B. Service of any legal notice upon Plaintiff may be made by  
8 mailing a copy by first class mail to the Project Coordinator  
9 referenced in Part A above and upon:

10 Phillip A. Brooks, Esq.  
11 Environmental Enforcement Section  
12 Land and Natural Resources Division  
13 United States Department of Justice  
14 P.O. Box 7611  
15 Ben Franklin Station  
16 Washington, D.C. 20044-7611

14 Jon K. Wactor, Esq. (RC-5)  
15 Office of Regional Counsel  
16 United States Environmental Protection Agency  
215 Fremont St.  
San Francisco, CA 94105

#### 17 XIX. MODIFICATION

18 There shall be no modification of this Consent Decree  
19 without written approval of all parties to this Decree and entry  
20 by the Court.

#### 21 XX. ADMISSIBILITY OF DATA

22 In the event that the Court is called upon to resolve a  
23 dispute concerning implementation of this Consent Decree, the  
24 parties waive any evidentiary objection to the admissibility into  
25 evidence of data gathered, generated, or evaluated pursuant to,  
26 and in compliance with, this Decree.

1                                    XXI. EFFECTIVE DATE

2            This Consent Decree is effective upon the date of its entry  
3 by the Court.

4                                    XXII. COMMUNITY RELATIONS

5            Defendants shall cooperate with Plaintiff and the State in  
6 providing information to the public. As requested by Plaintiff  
7 or the State, Defendants shall participate in the preparation of  
8 all appropriate information disseminated to the public and in  
9 public meetings(s) which may be held or sponsored by Plaintiff or  
10 the State to explain activities at or concerning the Site.

11                                   XXIII. PUBLIC PARTICIPATION

12            A. Plaintiff will publish notice of the availability for  
13 review and comment of this Consent Decree upon its lodging with  
14 the United States District Court as a proposed settlement in this  
15 matter in accordance with 28 U.S.C. §507 and 42 U.S.C. §9622 (i).

16            B. Plaintiff will provide persons who are not parties to  
17 the proposed settlement with the opportunity to file written com-  
18 ments during at least a thirty (30) day period following such  
19 notice. In addition, Plaintiff intends to hold an informal  
20 public meeting in Burbank, California during this period to  
21 receive either written or oral comments. Plaintiff will file  
22 with the Court a copy of any comments received and its responses  
23 to such comments.

24            C. After the closing of the public comment period, Plain-  
25 tiff will review all comments and determine whether the comments  
26 disclose facts or considerations which indicate that the proposed

1 Decree is inappropriate, improper or inadequate, and therefore  
2 that it should be modified. If a modification is deemed neces-  
3 sary by Plaintiff based on public comment, Plaintiff will notify  
4 Defendants.

5 XXIV. NOTICE TO THE STATE

6 Plaintiff has notified the State of California pursuant to  
7 the requirements of Section 106(a) of CERCLA, 42 U.S.C. §9606.

8 XXV. CONSISTENCY WITH THE NATIONAL CONTINGENCY PLAN

9 Plaintiff and Defendants agree that the RD/RA, if performed  
10 in full accordance with the requirements of this Consent Decree,  
11 is consistent with the provisions of the NCP, pursuant to Section  
12 105 of CERCLA, 42 U.S.C. §9605.

13 XXVI. INDEMNIFICATION OF THE UNITED STATES

14 Notwithstanding any approvals which may be granted by the  
15 United States or other government entities, Defendants agree to  
16 indemnify the United States, its officials, employees, agencies,  
17 and contractors from any liability which may arise from the ex-  
18 ecution of the RD/RA or compliance with this Decree. Defendants  
19 also agree to assume any liability arising from or relating to  
20 their acts or omissions or the acts or omissions of any of their  
21 contractors, subcontractors, or any other person acting on their  
22 behalf in the performance or non-performance of the RD/RA.

23 XXVII. CONTINUING JURISDICTION

24 The Court specifically retains jurisdiction over both the  
25 subject matter of and the Parties to this action for the duration  
26 of this Consent Decree for the purposes of issuing such further

1 orders or directions as may be necessary or appropriate to con-  
2 strue, implement, modify, enforce, terminate, or reinstate the  
3 terms of this Consent Decree or for any further relief as the in-  
4 terest of justice may require.

5 XXVIII. TERMINATION AND SATISFACTION

6 In accordance with the provisions of CERCLA Section  
7 122(f)(3), 42 U.S.C. 9622(f)(3), the covenant not to sue shall  
8 not become effective, and this Decree shall not terminate, until  
9 the provisions of this Consent Decree have been deemed satisfied  
10 by EPA in writing.

11 XXIX. SECTION HEADINGS

12 The section headings set forth in this Decree and its Table  
13 of Contents are included for convenience of reference only and  
14 shall be disregarded in the construction and interpretation of  
15 any of the provisions of this Decree.  
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FILE COPY

ENCLOSURE # 3WORK PLAN OUTLINEI. INTRODUCTION

The purpose of providing the following Work Plan Outline is to assist you and other PRPs in developing a good faith offer to conduct the RD/RA. As a part of the good faith offer, Defendants shall submit a Work Plan to EPA for the remedial design and remedial action at the Site (RD/RA Work Plan). A more detailed description of the technical aspects of the RD/RA may be found in the Operable Unit Feasibility Study (OUFS): Burbank Well Field.

Based on the Consent Decree and the Record of Decision ("ROD"), the Defendants will design and implement a groundwater treatment facility for the Burbank Operable Unit. The facility will produce, and release for distribution, potable water meeting the standards of the California Department of Health Services for all contaminants, whether or not the contaminant is specifically identified in the ROD. The Defendants will also conduct any monitoring activities directed by EPA.

The RD/RA Work Plan shall describe how the Defendants will design and implement the remedy and shall provide a schedule for the various components of the pre-design, design, and implementation of the RD/RA. The RD/RA Work plan shall also include a schedule for submittal of the deliverables. The RD/RA Work Plan shall be developed in conformance with the ROD, the Consent Decree, and Superfund RD/RA Guidance (OSWER 9355.0-4A), and will be subject to EPA review and approval.

The Remedial Action may be performed in two phases. The first phase will consist of a 12,000 gallons per minute groundwater treatment facility. The first phase will include, but not be limited to, the pre-design, design and implementation of: site work and underground utilities; extraction wells and pumps; monitoring wells and appurtenances; monitoring of existing and new groundwater wells; piping systems; connection of piping systems to the water distribution system; connections to power systems; security systems; process instrumentation and control systems; monitoring of any air emissions; and the groundwater treatment facility.

The second phase is subject to future determination by Plaintiff, based on the results of monitoring activities during phase one. If the second phase remedial action is necessary, Plaintiff will again go out for public comment with a Proposed Plan before signing a new Record of Decision.

At the determination of Plaintiff's Project Coordinator, should further analysis of the Site indicate the need for a major revision of the Work Plan or RD/RA, Plaintiff may require a cessation of activities affected by the proposed revisions. Should a major revision then be required, Plaintiff may determine that the revisions warrant a ROD Amendment and an additional public comment

period. The resulting ROD Amendment would be incorporated into the Consent Decree, and the provisions of the ROD Amendment would be binding upon Defendants.

Plaintiff's Project Coordinator or any of their designated agents may make a physical inspection of the Site at any time. Persons acting in this capacity may note deficiencies in the Remedial Action and require Defendant's Project Coordinator to take specific actions. Plaintiff's demand for resolution of a deficiency would be documented with a letter to Defendant's Project Coordinator. The scheduling element for completing such actions would be at the discretion of Plaintiff's Project Coordinator. Such actions would be documented by Defendant in the next Monthly Progress Report. In the event that Defendants dispute Plaintiff's determination that resolution of a deficiency is necessary, Defendants may invoke the Dispute Resolution procedure as set forth in the Consent Decree.

Defendants shall not submit a proposal from any Architect/Engineer, Contractor, Sub-contractor, or laboratory who is known to the Defendants to be currently under contract to perform work for the United States Government, or any State or local government with jurisdiction over the Site, or otherwise may have a conflict of interest regarding the Site.

In the event that the guidance referenced in a deliverable is superseded or otherwise becomes obsolete, Defendants are required to conform to the current or applicable guidance unless otherwise instructed by Plaintiff. Deliverables should specifically reference any document used in the production of the Deliverable.

All documents are to be delivered to Plaintiff's Project Coordinator. Three copies shall be included.

All Monitoring activities shall conform to the Quality Assurance and the Sampling and Investigation Sections of the Consent Decree.

The Work Plan shall be effective on the date of entry of the Consent Decree. The Introduction to the Work Plan shall describe, in general terms, the key features and components of the Remedial Action.

## II. PRE-DESIGN TASKS:

The Pre-Design should be complete within approximately 60 days after the entry of the Consent Decree. The Pre-Design should include the following:

A. Determine the method of choosing the Architect(s)/Engineer(s) for the Remedial Design and Remedial Action. Plaintiff's Project Coordinator shall be notified of the selection of an Architect/Engineer ("A/E"), and will have the right to review and approve Defendant's choice.



B. Investigate the permitting process: Inquiries should be made of all possible governing agencies regarding the Remedial Action at the Site; Draft and deliver the Plan for Satisfaction of Permitting Requirements.

C. Draft and Deliver the Preliminary Sampling Plan. The plan should provide for the gathering of data relevant to the design, including, but not limited to: Data critical to the placement of wells, determination of the capture zone, geochemical analysis, chemical analysis, hydrogeological modeling, and any other pertinent data that should be identified and collected.

D. Coordinate with the City of Burbank, the Watermaster's Office, and the California Department of Health Services to ensure that the facility may release water to the public water supply through Burbank's distribution system, and that this water will be extracted in a lawful manner.

E. The Monthly Progress Reports should be delivered on the seventh day of each month immediately following the month described in the report. The first report would be due on the seventh day of the second month following the entry of the Decree, and recount the events of the first month. Plaintiff will have 30 days to review and approve the format of the first report. All following Monthly Progress Reports must follow the approved format. Following the acceptance by Plaintiff of the Operational Sampling Plan, the results of activities conducted under that plan will be included in the Monthly Progress Reports.

### III. DESIGN TASKS:

The Design period should conclude approximately 240 days after the entry of the Consent Decree. In this Section, the following tasks should be addressed and described:

A. Draft and deliver the Quality Assurance/Quality Control Plan: This Plan should provide guidelines for project organization which will outline and identify quality control and quality assurance responsibilities of the construction contractors, lead design parties, laboratory contractors, and any others retained by the Defendants to produce the RD/RA.

B. Draft and deliver the Worker Health and Safety Plan: This Plan should describe the minimum health, safety and emergency response requirements for which the construction contractor will be made responsible. The plan should be composed in accordance with EPA, OSHA and California State health and safety requirements. The plan should follow applicable guidelines for producing Site Safety Plans, and Worker Health and Safety requirements.

C. Submit Permit applications to the applicable agencies immediately after the acceptance by Plaintiff of the Plan for Satisfaction of Permitting Requirements.

D. Draft and deliver the Remedial Action Sampling Plan: Defendants will prepare a plan which will ascertain which monitoring activities should be conducted to determine further remedial actions at the site. The plan should provide for monitoring of the magnitude and extent of the groundwater contamination. Sufficient sampling, testing and analyses should be performed to optimize the required treatment operations and systems.

E. Draft and Deliver the Remedial Design Report: The Remedial Design shall be submitted in three parts: the Conceptual Remedial Design, the Pre-Final Remedial Design, and the Final Remedial Design Report. The following tasks should be addressed and described in the Remedial Design Section of the Work Plan:

1. Prepare plans and specifications which abide by the OUFs Preliminary List of Drawings and the Proposed Specifications Outline (Attachment B).
2. The A/E must prepare the final construction plans and specifications to accomplish the RA as defined in the ROD and the Consent Decree.
3. All applicable or relevant and appropriate requirements identified in the ROD or in other documents embodied within the Consent Decree shall be analyzed and incorporated into the design by the A/E.
4. The A/E shall conduct the analysis and perform all work as required to prepare the document package for the RA.
5. The A/E shall ensure that the design package submitted is in accordance with CERCLA procedures on compliance with other environmental laws.
6. The A/E shall ensure that drawings and technical specifications correlate to each other, and are adequately developed for construction of the Remedial Action to be performed.
7. The A/E shall prepare requirements for equipment start-up and operator training.
8. Any applicable design analysis or design calculations shall be included in all design documents submitted to the Plaintiff's Project Officer.
9. Draft and deliver the Conceptual Remedial Design: These drawings and specifications shall address not less than 30% of the total design.
10. Draft and deliver the Pre-Final Remedial Design: These drawings and specifications shall address not less than 90% of the total design.

11. Draft and deliver the Final Remedial Design Report: These drawings and specifications shall include final construction plans which would allow the construction contractor to proceed with the RA. This report should contain the results of the Preliminary Sampling Plan.

#### IV. CONSTRUCTION TASKS:

The Construction period should conclude approximately 540 days after the entry of the Consent Decree. In this Section, the following tasks should be addressed and described:

A. Submit Final Remedial Design for review and bid by construction contractors. Plaintiff will reserve the right to review and approve the selection of contractors and sub-contractors. Construction contracts must be in place within 300 days of the entry of the Consent Decree.

B. Construction of the Burbank Well Field Operable Unit should commence immediately upon Plaintiff approval of the Final Remedial Design Report and construction contractors. Defendant will be responsible for oversight of all construction contractors.

C. Draft and deliver the Operational Sampling Plan: This plan should provide for sampling to confirm the effectiveness of the groundwater treatment facility. This should include plans to monitor at least: the water from the extraction wells; any waste streams, including any air discharges or hazardous wastes; and the outgoing potable water. The plan should provide for monitoring over the lifetime of the treatment facility. The data collected may be used to determine the need for further remediation actions.

D. Draft and deliver the Operation and Maintenance Plan which will describe how the defendants will pay for the operation and maintenance of the facility. The plan should include the most current requirements for equipment start-up and operator training. The plan should allow for the possibility that the City of Burbank will contract to operate the facility.

#### V. IMPLEMENTATION TASKS:

The implementation period includes the operation and maintenance of remedial action facilities. The length of the period of operation depends upon the extent of groundwater contamination and the serviceable lifetime of the remedial action. During this period, at least the following activities may be expected to take place:

A. Draft and deliver the Interim Remedial Action Report: This report shall document the completion of construction activities. The report should include, but not be limited to: a brief discussion of the work performed; an explanation of any modifications to the Work Plan and why the modifications were necessary, and; certification by the Defendants and their Contractors that the Remedial Action is operational and functional.

The report shall include the results of the Remedial Action Sampling Plan. The report shall also analyze the need for Remedial Actions beyond those set forth in the ROD. If it is determined that additional studies may be necessary, the report should include a draft work plan for conducting those studies.

B. Defendants will participate in and comply with the regulations of an agreement with the City of Burbank to use the city's equalization basin and water distribution system for the treated discharge water.

C. Defendants will participate in and comply with the regulations of an agreement with the Municipal Water District to deliver potable water.

D. Draft and deliver the Confirmation Sampling Plan: This plan should provide for sampling to confirm the abatement of the groundwater contamination at the Site. The sampling should include at least monitoring of new and currently available wells near the site for all contaminants.

#### VI. CLOSEOUT TASKS:

The closeout tasks should include activities related to the final acceptance by Plaintiff that the groundwater contamination remediation has been completed. At least the following activities should be addressed in this section:

A. Prior to closeout, questions regarding ownership and liability for the Remedial Action must be resolved. It is Defendant's responsibility to resolve any closeout issues, but Plaintiff reserves the right to approve any actions taken by Defendants, and to intervene in any negotiations if necessary.

B. Draft and deliver the Final Remedial Action Report: This deliverable shall include material which documents Defendant's compliance with the Consent Decree and all documents embodied therein. It shall contain the results of the Confirmation Sampling Plan, and a cumulative synopsis of actions taken at the Site.

ATTACHMENT A

PROPOSED WORK PLAN SCHEDULE

I. PRE-DESIGN ACTIVITIES:

Task:

Number of days after  
entry of Consent Decree:

A. Selection of RD Architect/Engineer

Notify EPA of selection..... 0 days

EPA Review and Approval ..... +30 days

Finalize contract with A/E ..... 35 days

B. Submit Plan for Satisfaction of Permitting Requirements

Draft ..... 60 days

EPA Review and Comment ..... +30 days

Final ..... 120 days

Implementation ..... Immediately  
after EPA  
approval

C. Submit Preliminary Sampling Plan

Draft ..... 60 days

EPA Review and Comment ..... +30 days

Final ..... 120 days

Implementation ..... Immediately  
after EPA  
approval

II. DESIGN ACTIVITIES:

Task:

Number of days after  
entry of Consent Decree:

A. Submit Conceptual Remedial Design

Draft ..... 80 days

EPA Review and Comment ..... +25 days

Revised Conceptual Design ..... 120 days

B. Submit <u>Quality Assurance/Quality Control Plan</u>		
Draft .....	100 days	
EPA Review and Comment .....	+45 days	
Final .....	180 days	
Implementation .....	Immediately after EPA approval	
C. Submit <u>Pre-Final Design</u>		
Draft .....	140 days	
EPA Review and Comment .....	+30 days	
Revised Conceptual Design .....	180 days	
D. Submit <u>Worker Health and Safety Plan</u>		
Draft .....	170 days	
EPA Review and Comment .....	+30 days	
Final .....	230 days	
Implementation .....	Immediately after EPA approval	
E. Submit <u>Remedial Action Sampling Plan</u>		
Draft .....	180 days	
EPA Review and Comment .....	+45 days	
Final .....	240 days	
Implementation .....	Immediately after EPA approval	
F. Submit <u>Final Remedial Design</u>		
Draft .....	200 days	
EPA Review and Comment .....	230 days	
Final Remedial Design .....	240 days	

### III. CONSTRUCTION OF REMEDIAL ACTION:

#### Task:

Number of days after  
entry of Consent Decree:

#### A. Selection of RA Engineer

Notify EPA of selection..... 260 days

EPA Review and Approval ..... +30 days

Finalize contract with A/E ..... 300 days

#### B. Selection of RA Contractors/Subcontractors

Notify EPA of selection..... 260 days

EPA Review and Approval ..... +30 days

Finalize contracts ..... 300 days

#### C. Submit the Operational Sampling Plan

Draft ..... 450 days

EPA Review and Comment ..... +60 days

Final ..... 540 days

Implementation ..... Immediately  
after EPA  
approval

#### D. Submit the Operations and Maintenance Plan

Draft ..... 450 days

EPA Review and Comment ..... +60 days

Final ..... 540 days

Implementation ..... Immediately  
after EPA  
approval

### IV. IMPLEMENTATION OF REMEDIAL ACTION:

#### Task:

Number of days after  
entry of Consent Decree:

#### A. Submit the Interim Remedial Action Report

Draft ..... 570 days

EPA Review and Comment ..... +60 days

Final .....	660 days
B. Submit the <u>Confirmation Sampling Plan</u>	
Draft .....	570 days
EPA Review and Comment .....	+60 days
Final .....	660 days
Implementation .....	Immediately after EPA approval

C. The Remedial Action, as described in the ROD, the Consent Decree, and the Remedial Design Report, should be operable by May 1, 1991.

V. CLOSEOUT OF REMEDIAL ACTION:

The final task would be the delivery of the Final Remedial Action Report. This delivery would occur once the groundwater contamination at the Site has been remediated to the satisfaction of Plaintiff.

Submit the Final Remedial Action Report

Draft .....	To Be Determined
EPA Review and Comment .....	+60 days
Final .....	+60 days
EPA approval .....	+30 days



**TABLE 3.5**  
**PROPOSED SPECIFICATION OUTLINE**

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<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>
01010	Summary of Work
01025	Measurement of Payment
01070	Abbreviations
01091	Reference Specifications
01100	Special Clauses
01200	Warranty of Construction (Standard will be inserted by the City of Burbank when specifications are assembled.)
01300	Environmental Protection
01400	Special Safety Requirements
01505	Mobilization
01510	Temporary Utilities
01550	Site Access and Storage
01590	Field Offices, Equipment and Services
01600	Materials and Equipment
01660	Equipment Testing and Plant Startup
01700	Project Close-out
<b>DIVISION 2</b>	<b>SITE WORK</b>
02100	Clearing and Grubbing
02210	Grading
02221	Excavation, Trenching and Backfilling for Utilities Systems
02444	Chain Link Security Fence and Gate
02500	Site Drainage
02510	A C Pavement and Base
02600	Buried Pipe and Fittings
02672	Rotary Wells (Extraction)
<b>DIVISION 3</b>	<b>CONCRETE</b>
03303	Concrete (Abbreviated)
<b>DIVISION 5</b>	<b>METALS</b>
05120	Structural Steel
05130	Structural Aluminum
05500	Miscellaneous Metalwork
<b>DIVISION 6</b>	<b>WOOD AND PLASTICS</b>
06610	Glass Fiber and Resin Applications
<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>
07413	Metal Roofing and Siding. Plain
07920	Caulking and Sealants

1. Source: Operable Unit Feasibility Study; Burbank Well Field,  
Volume 2, October, 1988

**Table 3.5 - Continued**

<b>DIVISION 9</b>	<b>FINISHES</b>
09910	Painting, General
<b>DIVISION 10</b>	<b>SPECIALITIES</b>
10400	Identifying Devices
<b>DIVISION 11</b>	<b>EQUIPMENT</b>
11208	Vertical Turbine Well Pumps
11210	Pumps: Water, Cenrifugal
11367	Air Stripping Towers
11368	Vapor Phase Granular Activated Carbon Adsorbers
11370	Blowers
11400	Chloramination Unit
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION</b>
13120	Metal Buildings
13300	Instrumentation and Control
<b>DIVISION 15</b>	<b>MECHANICAL</b>
15060	Exposed Pipe and Fittings
15100	Valves, General
15150	Meters
<b>DIVISION 16</b>	<b>ELECTRICAL</b>
16010	General Provisions
16401	Electrical Distribution System. Aerial
16402	Electrical Distribution System. Underground
16500	Lighting
16601	Lightening Protection System

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**TABLE 3.6**  
**PRELIMINARY LIST OF DRAWINGS**

<b>Drawing Reference</b>	<b>Title</b>
Sheet G-1	Title and Index Sheet
Sheet G-2	Location Plan and Facility Map
Sheet G-3	Legend and Abbreviation Sheet
Sheet C-1	Area Survey
Sheet C-2	Site, Pipeline and Equipment Plan
Sheet C-3	Grading and Drainage Plan
Sheet C-4	Pavement Cross Section and Details
Sheet C-5	Treatment Plant Foundation Plans
Sheet C-6	Pipeline Cross Section, Profile and Details
Sheet C-7	Well Construction Details
Sheet M-1	Mechanical - P&ID - Air Stripping Tower
Sheet M-2	Mechanical - P&ID - Vapor Phase Carbon Adsorption System
Sheet M-3	Mechanical - P&ID - Chloramination Unit
Sheet M-4	Mechanical Plan
Sheet M-5	Mechanical, Details
Sheet E-1	Electrical Controls Plan and Details
Sheet E-2	Electrical Controls Schematic